

ESA Contract No. 4000148021/25/NL/CT

**OHB Czechspace Contract  
Contract no. 9034-0004**

**SOVA Scout-OCZ-IAP\_CAS- 9034-0004**

OHB Czechspace s.r.o.

with

Institute of Atmospheric Physics of the Czech Academy of Sciences

Second Scout Cycle: System Consolidation Studies

## DRAFT CONTRACT

Between:

**OHB Czechspace s.r.o.**,  
(hereinafter called the “Contractor” or “OHB”),

whose registered Office is at:  
Purkyňova 648/125,  
612 00 Brno,  
Czech Republic,

represented by its Managing Director, Mr Vít Pavelec,

of the one part,

and:

**Institute of Atmospheric Physics of the Czech Academy of Sciences**  
(hereinafter called the “Subcontractor”),

whose registered Office is at:  
Boční 11/1401,  
141 00 Praha,  
Czech Republic

represented by its Director, prof. RNDr Radan Huth Dr.

of the other part,

the following has been agreed:

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## **ARTICLE 1 SUBJECT OF THE CONTRACT - APPLICABLE DOCUMENTS**

### 1.1 Subject of the Contract

The Subcontractor, as further described in the Specific Statement of Work in ARTICLE 2 undertakes to perform a Consolidation Study for the second Scout cycle, to deliver any software and documentation as described herein, and to make an oral presentation of the results.

### 1.2 Applicable Documents

The work shall be performed in accordance with the following documents, listed in order of precedence, in case of conflict:

- a) The Articles of this Contract and its APPENDIX 1 (Payment Plan and Advance Payments and other Financial Conditions);
- b) The General Clauses and Conditions for ESA Contracts (herein referred to as the "GCC"), reference ESA/REG/002, rev. 4, not attached hereto but known to both Parties and available on <https://esastair-publication.sso.esa.int/supportingDocumentation>, under "Reference Documentation" - "Administrative Documents", as amended by this Contract;
- c) APPENDIX 2 hereto: The Specific Statement of Work, reference SOVA-S-OCZ-SYS-SGW-00023, issue 0, dated 02.07.2025
- d) APPENDIX 3 hereto: The ESA Statement of Work, reference EOP-FMP/2024-09-182/, issue 0, revision 8, dated 07 October 2024;
- e) The Subcontractor's Proposal reference 241129, dated 29 November 2024, not attached hereto but known to both Parties.

## **ARTICLE 2 DELIVERY**

### **2.1 Plače and Dates of Delivery**

#### **2.1.1 Documents**

The Subcontractor shall, during the performance of this Contract, deliver all documentation and reports specified in APPENDIX 2 in an electronic file. These shall be sent to the Contractor's Technical Officer mentioned in ARTICLE 5, Clause 5, Sub-Clause 5.1 a) of the Contract, unless otherwise specified, in accordance with the following specific provisions:

2.1.1.1 The draft versions of the documents as defined in section 4.1 APPENDIX 2 shall be submitted for approval, in electronic searchable, indexed and not encrypted PDF and native (WORD) format, to the Contractor's Technical Officer specified in ARTICLE 5, Clause 5, Sub-Clause 5.1 a) of the Contract, not later than 1 January

2.1.1.2 The finalised versions thereof shall be issued in electronic searchable, indexed and not encrypted PDF and native (WORD) format not later than four (4) weeks after the approval of the draft versions and shall be sent by email to:

- The Contractor's Technical Officer specified in ARTICLE 5, Clause 5, Sub-Clause 5.1 a) of the Contract.

#### **2.1.2 Software**

Any software, models and/or data files generated in the frame of the activity, shall be delivered to the Contractor's Technical Officer, not later than the delivery dates specified in APPENDIX 2.

### **ARTICLE 3 Price and Payment**

#### **3.1 Price**

The price of this Contract amounts to:

52 038 EUR  
(fifty-two thousand thirty-eight),

Following Agency's decision, the Contractor may inform that certain items produced or purchased under the Contract during its implementation (see ARTICLE 4 below) shall become ESA Fixed Assets. Such items shall be identified as becoming ESA Fixed Assets by means of a Contract Change Notice.

3.1.1 The type of price is the following:

A Firm Fixed Price as defined in Section 2.1 of Annex II to the GCC.

3.1.2 The above-mentioned price does not include any taxes or duties in the Member States of the Agency.

The price is deemed to include all applicable fees for licences to be purchased and delivered in the frame of the Contract, indicating the Agency as the end user. The price is further deemed to include any and all licence fees payable according to Sub-Clause 43.7 of the GCC.

3.1.3 The price is Delivered At Plače for all deliverables, in accordance with the INCOTERMS® 2020, to the addressees specified in ARTICLE 5, Clause 5, Sub-Clause 5.1 a) of the Contract. Reference to INCOTERMS® in this provision is exclusively for the purpose of price definition.

3.2 Payment

3.2.1 General provisions

The Payment Plan and Advance Payments off-setting conditions applicable to this Contract are specified in APPENDIX I hereto.

The Advance Payment constitutes a debt of the Subcontractor to the Contractor until it has been set-off against subsequent milestones as shown in APPENDIX 1 hereto.

In the event that the achievement of a milestone is delayed but the milestone is partially met at the milestone planning date foreseen, the Contractor may, as an exception, effect a payment against an approved confirmation of the partially achieved milestone, not exceeding the value of the work performed at the date of payment.

When releasing the payment for a given milestone, if applicable, the Contractor's payment shall be made after due deduction of the corresponding off-set of the Advance Payments as per the conditions of APPENDIX 1 to the Contract (Payment plan and Advance Payments and other Financial Conditions).

In case of partial payment, the Contractor shall deduct from the corresponding invoices relative to the same milestone any outstanding amount of the Advance Payments still to be off-set.

Payments shall be made within thirty (30) calendar days of submission of the required documents to the Contractor and fulfilment of the requirements as specified in Article 3.2.2 below 1. Only upon fulfilment of these requirements shall the invoice be regarded as due by the Contractor.

Payments shall be made by the Contractor in EURO to the account specified by the Subcontractor. Such account information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). The Parties agree that payments shall be considered as effected by the Contractor on time if the Contractor's orders of payment reach the Contractor's bank within the payment period stipulated in the paragraph above.

Any special charges related to the execution of payments will be borne by the Subcontractor.

Any questions concerning the latest status of due invoices can be addressed to the Contractor's Payment Officer (mail to: [REDACTED]).

If applicable, invoices shall separately show all due taxes or duties.

3.2.2 Requirements for Advance Payment Requests (APR) and invoices being regarded as due:

Advance Payment:

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APR: to be submitted after signature of this Contract by both Parties.

Progress Payments:

- Milestone Achievement Confirmation (MAC/GRN) hereinafter referred to as “confirmation” with supporting documentation attached and sent to [REDACTED]. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan specified in APPENDIX 1 hereto.
- Invoices.

Final Settlement:

- Confirmation, with supporting documentation attached and sent to [REDACTED]. The supporting documentation shall justify the actual achievement of the milestones as defined in the Payment Plan specified in APPENDIX 1 hereto;
- Invoices;
- Receipt and/or acceptance, by the Contractor, of all deliverable items, of the Services to be rendered and other obligations to be fulfilled, in accordance with the terms of this Contract;

3.2.3 Implementation of Payments conditions

The Subcontractor shall ensure that all APR, invoices and confirmations are submitted for payment exclusively per Email to the Contractor’s Payment Officer at [REDACTED].

The Subcontractor undertakes to adhere strictly to the instructions regarding established accounting practices (including those for billing taxes and duties, where applicable) when submitting APR, invoices, and confirmations to the [REDACTED].

The Contractor shall credit the account of the Subcontractor to the Subcontractor’s benefit.

If applicable, the Subcontractor shall be responsible for approving or rejecting, within ten (10) calendar days of receipt, the relevant invoices and related supporting documents of its own subcontractors (e.g. MACs/GRNs, Cost Reports).

If applicable, the Subcontractor shall indemnify the Contractor and Agency against any claims arising from subcontractors, if any, caused by the Subcontractor’s failure to pay its own subcontractors. The Subcontractor shall supply to the Contractor, upon request, evidence of the payments made to its own Subcontractors.

The Contractor accompanied by the Agency reserves the right to visit the Subcontractor's premises and ascertain the progress of the work being performed under the Contract, prior to making the progress payment concerned.

The Subcontractor shall, upon request at any time by the Contractor, submit the payment conditions/provisions of individual subcontracts to the Contractor for approval (if requested before the subcontract is placed) or verification.

#### 3.2.4 Absence of user account for esa-p

If applicable, if the Contractor has no access to the Agency's esa-p system at the time of signature of the present Contract, an immediate request for an esa-p user account shall be made by the Contractor to the ESA Helpdesk ([REDACTED]), specifying a contact name, the company name and the ESA Contract number.

#### 3.2.5 In case of esa-p not being operative

Should the Contractor find the Agency's esa-p system technically inoperative at the moment of submission of the confirmation, the Contractor may submit the confirmation by email to the Agency's Technical Officer mentioned in ARTICLE 5, Clause 5, Sub-Clause 5.1 a) of the Contract, if applicable. A template confirmation form can be obtained upon request to the ESA Helpdesk ([REDACTED]).

#### 3.2.6 Questions related to the esa-p system

Any questions concerning the operation of esa-p shall be addressed to the ESA Helpdesk ([REDACTED]).

#### **ARTICLE 4 MANAGEMENT AND CONTROL OF INVENTORY ITEMS/FIXED ASSETS UNDER THE CONTRACT**

The following provisions apply to any items other than those items which fall within the scope of ARTICLE 2 of the Contract.

The Subcontractor shall specify, record, manage and control any and all customer items and ESA Fixed Assets under construction (reference is made to Article 3.1 above) that are subject to this Contract. Such items are:

- (i) items produced or purchased under the Contract, including electronic components, special jigs, tools, test equipment, which are paid for under the Contract with an individual or batch value (value of group of items) in the national currency equivalent to or above Five Thousand (5,000) Euro;
- (ii) if any, items identified as becoming ESA Fixed Assets in ARTICLE 3 above or in a subsequent Contract Change Notice (CCN);
- (iii) if any, Customer Furnished Items (see ARTICLE 5, Clause 11 of the Contract) and/or Items Made Available by the Agency (see ARTICLE 5, Clause 12 of the Contract).

The Subcontractor shall operate an inventory control system ("Inventory Control System") of all the above-mentioned items and shall mark them as falling under this Article of the Contract.

The Inventory Control System shall:

- record the existence, location, operational status and condition of all inventory items, and
- record the value and estimated life duration of all inventory items, and
- record changes in inventory value, and
- enable financial reconciliation to be made and status reports to be prepared for incorporation of the relevant data into the Agency's annual financial accounts.

The Subcontractor shall, as part of the Inventory Control System, maintain an Inventory/Fixed Asset Record (in an electronic tool of its choice) which shall, as a minimum, contain the information as shown in APPENDIX 6 to this Contract.

The Inventory/Fixed Asset Record shall be kept updated by the Subcontractor. It shall be made available to the Contractor and the Agency upon request but as a minimum yearly during the execution of the Contract (and at completion of each Project Phase as per ECSS-M-ST-10 if applicable). A final Consolidated record shall be submitted with the final contractual deliverables as foreseen in APPENDIX 6 to this Contract.

If the Inventory/Fixed Asset Record also includes any of those items which fall within the scope of ARTICLE 2 of the Contract, these items are to be clearly set apart.

Items, for which no place of delivery has been identified in ARTICLE 2 of this Contract, are subject to the following provisions:

Upon completion of the work specified in the Contract, the Agency shall take decisions regarding the final destination and final ownership of each item listed in the Inventory/Fixed Asset Record. The Contractor shall notify of the decision of the Agency about the following options with respect to the final destination and final ownership of such items:

- a) the right to claim delivery to the Contractor or the Agency and transfer of ownership (the latter if applicable) with issue of appropriate instructions concerning packing and shipment (at the Subcontractor's expense);
- b) the right to claim or retain ownership and to negotiate with the Subcontractor a Loan Agreement if the Subcontractor is interested in keeping and using an item, with loan conditions making the Subcontractor responsible for the custody, the delayed delivery and the risks involved (at the Subcontractor's expenses);
- c) the right to extend the custody of an item to the Subcontractor and to postpone its delivery to the Contractor or the Agency and the associated transfer of ownership - on conditions to be negotiated;
- d) the renunciation of any rights to claim delivery and to claim transfer of ownership, leaving the item definitively in the possession and in the ownership of the Subcontractor, with or without financial compensation for the Contractor or the Agency (e.g. repurchase by the Subcontractor) and with or without special instruction,
- e) the right to request the Subcontractor to dispose of an item on conditions to be negotiated.

Should the Agency decide to transfer an ESA Fixed Asset to a Third Party(ies) or to dispose of the Fixed Asset, the Contractor shall give notice to the Subcontractor to provide the full inventory information of the Fixed Asset to the Contractor and complete the transfer or disposal forms to be provided by the Agency through the Contractor upon request by the Subcontractor. The information to be given by the Subcontractor in the forms shall be agreed with the Contractor on behalf of the Agency.

The decisions taken by the Agency and communicated by the Contractor shall lead to instructions or negotiations, as the case may be, and the results shall be recorded in the minutes of meeting.

**ARTICLE 5 COMPLEMENTS AND AMENDMENTS TO THE GCC**

The General Clauses and Conditions for ESA Contracts, ref. ESA/REG/002., rev. 4 (GCC), apply to this Contract with the following complements and amendments:

**PART I: CONDITIONS APPLICABLE TO ESA CONTRACTS**

**CLAUSE 2: APPROVAL AND ENTRY INTO FORCE**

For this Contract, the authorised representative of OHB Czechspace is Mr. Vít Pavelec, Managing Director.

**CLAUSE 4: ORIGINALS OF THE CONTRACT**

The following provision is added to Clause 4 of the GCC:

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

**CLAUSE 5: THE PARTIES' REPRESENTATIVES**

Sub-Clause 5.1: The Contractor's Representatives

The Contractor's representatives are:

- a) [REDACTED] for technical matters or a person duly authorised by him (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

	To:	With copy to:
Name _____	[REDACTED]	[REDACTED]
Telephone No. _____		
Email Address _____		
Mail Address _____		

- b) [REDACTED] (Head of Finance and Administration) for contractual and administrative matters or a person duly authorised by her (the "Contracts Officer").

All correspondence for contractual and administrative matters (with the exception of invoices as mentioned in Article 3.2 above) shall be addressed as follows:

	To:	With copy to:
Name _____	[REDACTED]	[REDACTED]

Telephone No.	
Email Address	
Mail Address	

c) Personal Data Protection matters shall be addressed to the Data Protection contact point as follows:

To:	
Name	
Telephone No.	
Email Address	
Mail Address	

Sub-Clause 5.2: The Subcontractor's Representatives

The Subcontractor's representatives are:

a) [redacted] for technical matters or a person duly authorised by him (the "Technical Officer").

All correspondence for technical matters shall be addressed as follows:

To:		With copy to:
Name		
Telephone No.		
Email Address		
Mail Address		

b) [redacted] for contractual and administrative matters or a person duly authorised by her (the "Contracts Officer").

All correspondence for contractual and administrative matters shall be addressed as follows:

To:		With copy to:
Name		
Telephone No.		
Email Address		

Mail Address	[REDACTED]
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c) Personal Data Protection matters shall be addressed to the Data Protection contact point as follows:

	To:	With copy to:
Name	[REDACTED]	[REDACTED]
Telephone No.	[REDACTED]	[REDACTED]
Email Address	[REDACTED]	[REDACTED]
Mail Address	[REDACTED]	[REDACTED]

**CLAUSE 6: PUBLICITY RELATING TO CONTRACTS**

The link to the ESA logo in this clause is replaced with the following link:  
[REDACTED]

**CLAUSE 8: GENERAL CONDITIONS OF EXECUTION**

The following provision is added to Clause 8 of the GCC:

8.8 The Subcontractor shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly. The Subcontractor shall ensure that this provision is duly reflected in all subcontracts entered into for the purpose of this Contract.

**CLAUSE 9: KEY PERSONNEL**

- 9.1 The Subcontractor's Key Personnel is listed in the Subcontractor's Proposal referred to in Article 1.2 above.
- 9.2 The procedure described in this clause 9.2 shall be implemented through an exchange of letters. The letter may be sent electronically by email to the responsible Contractor's representatives identified in sub-clause 5.2 hereabove. The comprehensive qualification description and professional profile of the new key personnel shall be included in the email, in an encrypted file.

## **CLAUSE 10: SUBCONTRACTS**

If part of the work is to be subcontracted to the subcontractor(s), these shall be listed in Article 1.2 above.

In relation to Article 3.2.3 above, the following provisions are added to Clause 10 of the GCC:

The Subcontractor shall ensure that provisions A) and B) hereunder are duly reflected in all subcontracts entered into for the purpose of this Contract. It is explicitly understood that the communication channel described below shall not replace the normal communication lines within the consortium nor the overall responsibility of the Subcontractor to ensure proper and timely placing of subcontracts and Processing of payments throughout the consortium:

- A. With a view to optimise Subcontractors' time to payment and financial coverage, and to facilitate, when needed, the resolution of such issues, the Agency has established a dedicated centralised email address.

Should any Subcontractor encounter serious difficulties in the process leading to:

- (i) timely payment of due invoices (i.e. related to a milestone already achieved) to be made by the Subcontractor's direct customer (i.e. not ESA),
- (ii) contractual coverage of activities already kicked-off, the said Subcontractor may directly contact the Agency at: [REDACTED]

- B. Any Subcontractor contacting the Agency through the above email shall document the steps already taken towards its direct customer in the consortium in order to resolve the issue and shall document that the Contractor has been informed of the issue. In doing so, such Subcontractor shall attach the Standard Contact Form available at: [REDACTED] properly filled in or provide the same information in the body of the email.

In case any Subcontractor has SME status, as per the definition of SMEs given by the European Commission:

[REDACTED]

The Subcontractor shall have the responsibility of obtaining the self-certification of his own subcontractor(s)'s) SME status as per certification model provided in the tender documentation.

## **CLAUSE 11: CUSTOMER FURNISHED ITEMS (CFI)**

It is not foreseen that the Agency or the Contractor will provide any items in accordance with Clause 11 of the GCC to the Subcontractor.

**CLAUSE 12: ITEMS MADE AVAILABLE BY THE AGENCY**

It is not foreseen that the Agency or the Contractor will make any Items available to the Subcontractor in accordance with Clause 12 of the GCC.

**CLAUSE 13: CHANGES**

The following provisions are added to Sub-Clause 13.4.1:

Only changes agreed in accordance with this procedure are deemed valid changes of the Contract.

Any changes that may impact the contractual baseline shall be implemented through a CCN. Specifically, the Subcontractor shall always submit a CCN proposal for the changes in the non-exhaustive list below:

- cancellation or changes to any work package included in the contractual baseline;
- own subcontractors' replacements or ceasing their involvement in the activity;
- changes in the breakdown of the Contract price between the Subcontractors and his own subcontractors.

The template of a Contract Change Notice (CCN) is attached hereto as APPENDIX 5.

Any Change Request submitted to the Contractor shall be addressed to the Contractor's Contracts Officer.

**CLAUSE 14: TIME-LIMITS FOR THE PROVISION OF DELIVERABLES AND SERVICES**

The Subcontractor may mark the deliverables documents with the following:

“© IAP\_CAS e.V. [YEAR OF PUBLICATION]”

The copyright in this document is vested in Subcontractor.

This document may only be reproduced in whole or in part, or stored in a retrieval system, or transmitted in any form, or by any means electronic, mechanical, photocopying or otherwise, either with the prior permission of Subcontractor or in accordance with the terms of this contract and of ESA Contract No. 4000148021/25/NL/CT.”

**CLAUSE 15: HANDLING, PACKING AND TRANSPORT, TRANSFER OF OWNERSHIP AND RISK**

The following provision is added as Sub-Clause 15.3.6 of the GCC:

Should in the execution of the Contract a need arise to provide the Contractor and the Agency with information which is subject to export control laws and regulations, the Subcontractor shall secure that such information is only passed on to the Contractor and the Agency in accordance with the provisions of such export control laws and regulations.

**CLAUSE 17: PENALTIES/INCENTIVES**

Penalties for late delivery do not apply, and similarly they will not apply in the subcontracts that may be placed by the Contractor.

**CLAUSE 27: PRICING**

Sub-Clauses 27.3 and 27.4 do not apply, unless in case of termination as per Clause 30 of the GCC.

**CLAUSE 34: APPLICABLE LAW**

The substantive law referred to in Clause 34 of the GCC is the law of Czech Republic. The scope of its applicability is as laid down in the said Clause of the GCC.

**CLAUSE 35: DISPUTE RESOLUTION**

The arbitration proceedings referred to in Clause 35 of the GCC shall take place in Brno, Czech Republic.

**PART II: CONDITIONS CONCERNING INTELLECTUAL PROPERTY RIGHTS FOR ESA STUDY, RESEARCH AND DEVELOPMENT CONTRACTS**

For the purpose of this Contract:

- a. Part II, Option A of the GCC shall apply, as modified by the special provisions below.
- b. The free licences provided for the benefit of OHB Czechspace and ESA in the present Contract and in Part II of the GCC shall be deemed granted through signature of the present Contract and without the need to implement a separate licence.

The following provisions are added:

**CLAUSE 36: GENERAL**

The following provision is added to Sub-Clause 36.2 of the GCC:

The term “documentation” as defined in Annex IV to the GCC shall be interpreted to also include data files, CAD files, EXCEL® files and similar electronic files, which shall not be considered as “software” in the sense of Clause 42 of the GCC.

The electronic files containing these items shall be delivered to the Contractor in the format agreed with the Contractor's Technical Officer specified in ARTICLE 5, Clause 5, Sub-Clause 5.1 a) of the Contract.

**CLAUSE 37: INFORMATION TO BE PROVIDED**

The following provision is added to Sub-Clause 37.2 of the GCC:

The Subcontractor shall not mark any documents as “Proprietary Information” unless agreed in advance with the Contractor. Any request from the Subcontractor shall be submitted accompanied by an appropriate justification.

**ACCESS TO INFORMATION**

The following provisions are added to Sub-Clause 37.4 of the GCC:

- a) The Contractor and the Agency shall have the right to disclose, at any time including throughout the duration of this Contract, the technical part of the Subcontractor's Proposal and any Information generated in the frame of this Contract, to any Contractor/Subcontractors performing work for the Agency in the context of the Scout Mission.
- b) If approved by the Member/Participating States, the Agency's right of dissemination is also extended to non-Member States and to individuals, companies, bodies or organisations residing in non-Member States, collaborating or participating in official activities or programmes of the Agency, provided that the Information concerned is exclusively used for the purpose of the said activities or programmes, namely Scout Mission.

### **CLAUSE 38: DISCLOSURE**

The following provision is added to Sub-Clause 38.2 of the GCC:

The access rights granted to the Agency's employees under Sub-Clause 38.2 of the GCC are hereby extended to Subcontractor personnel providing technical, management, legal or administrative support to ESA as long as they have signed an engagement of confidentiality.

### **CLAUSE 42: SOFTWARE**

Sub-Clause 42.4:

1. The Subcontractor shall deliver directly to the Contractor the software also in source code form, it being understood that the Contractor and the Agency shall use the source code under confidentiality provisions to be agreed, with the right to grant sublicenses as foreseen in Clause 41.1 a), for the Agency's Own Requirements to:
  - a) operáre, integrate or validate software developed under the Contract with other Agency systems;
    - (i) maintain or modify software developed under the Contract;
    - (ii) operáre, integrate, validate, maintain or modify updates, modifications or enhancements to software developed under the Contract.
2. Sub-Clause 42.3 is superseded by the provisions of this Clause.
3. Sub-Clause 42.5 is modified by Sub-Clause 42.4.1 above.

### **CLAUSE 43: BACKGROUND INTELLECTUAL PROPERTY RIGHTS**

In pursuance of the requirements of Sub-Clause 43.1 of the GCC, the following is recorded: At signature of this Contract, the Subcontractor has not identified Background Intellectual Property to be used for the purposes of the present Contract.

Notwithstanding the above, the following is agreed:

if the Subcontractor, after the signature of the Contract, invokes the existence of Background Intellectual Property to be used and/or delivered for the purposes of the present Contract, the Subcontractor shall provide conclusive evidence to the Agency of the existence of this Background Intellectual Property and shall justify the reasons for which the existence of this Background Intellectual Property was not invoked before the Contract signature.

If conclusive evidence and appropriate justification are provided by the Subcontractor for such additional Background Intellectual Property, the Parties shall formalise a Contract Change Notice to specify in detail which Information has been recognised as Background Intellectual Property.

Conversely, if such evidence and justification are not provided, such additional Information shall be deemed as having been generated in the frame of the Contract.

Sub-Clauses 43.4 and 43.7:

For the purpose of Sub-Clauses 43.4 and 43.7 of the GCC, the term “Agency Project” shall refer to all present and future activities in the context of Scout Mission.

## **ARTICLE 6 PERSONÁL DATA PROTECTION**

- 6.1 The Agency shall be a separate Data Controller of the personal data of the Subcontractor specified in Clause 5.2 and referred to in Clause 9 above.
- 6.2 The Agency processes Personal Data subject to the ESA PDP Framework, i.e. the Personal Data Protection Framework applicable to ESA and available at [REDACTED]
- 6.3 A Privacy Notice regarding the Processing of the Personal Data by the Agency for this processing operation is available at [REDACTED]
- 6.4 The Subcontractor shall share the above-mentioned ESA Privacy Notice, with all Key Personnel whose Curricula Vitae were submitted to ESA.
- 6.5 The Subcontractor in relation to its own subcontractors shall be a separate Data Controller of the contact details of the Agency's Representatives as specified in Clause 5.1.
- 6.6 The Parties shall process the above-mentioned contact details of the Agency's Representatives, as well as each others', subject to the Personal Data protection laws and regulations applicable to them (e.g. EU Regulations in the field of personal data protection, including but not limited to the General Data Protection Regulation (Regulation (EU) nr. 2016/679) (hereinafter "GDPR").
- 6.7 The Personal Data exchanged by the Parties in the frame of this Contract will only be processed for:
- ii. the performance of the Contract, including implementation, management, monitoring, audits and the fulfilment of the obligations set out herein;
  - iii. the management of the relationship of the Parties in relation to the Contract, notably for administrative, financial, audit or for communication purposes;
  - iv. the compliance with any legal or regulatory obligation to which a Party is subject.

Digitally signed by the Parties to this Contract,

For Institute of Atmospheric Physics  
of the Czech Academy of Sciences

21.7.2025

-----  
Prof. RNDr. Radan Huth Dr.  
Director

For OHB Czechspace s.r.o.

11.7.2025

-----  
Vít Pavelec  
Managing Director

Ostatní strany nejsou určeny ke zveřejnění.